

Before the  
**Federal Communications Commission**  
Washington, D.C. 20554

ORIGINAL  
FILE

In re Application of	)	MM Docket No. 92-107
	)	
BIBLE BROADCASTING NETWORK, INC.	)	File No. BPED-900816MA
Channel 209A	)	
Fort Smith, Arkansas	)	
	)	
NATIONAL CHRISTIAN NETWORK, INC.	)	File No. BPED-900823MA
Channel 207C2	)	
Fayetteville, Arkansas	)	
	)	
For Construction Permit	)	
for a New Noncommercial	)	
Educational FM Station	)	

RECEIVED  
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TO: The Honorable Walter C. Miller  
Administrative Law Judge

FEDERAL COMMUNICATIONS COMMISSION  
OFFICE OF THE SECRETARY

**JOINT PETITION FOR LEAVE TO AMEND**  
**AND FOR APPROVAL OF JOINT SETTLEMENT AGREEMENT**

Bible Broadcasting Network, Inc., ("Broadcasting") and National Christian Network, Inc., ("National"), hereby petition:

(1) for leave to amend their applications by amendments which will eliminate the mutual exclusivity between their proposals; and (2) for approval of the Joint Settlement Agreement by which each party agrees to amend its application, without any other consideration, to permit both applications as amended to be granted. In support thereof the following is shown:

Both Broadcasting and National propose to provide service to different communities. The reason the matter has been designated for hearing was the fact that due to mutual exclusivity, both applications cannot be granted. Grant for leave to amend permitting submission of the amendments submitted herewith, (the originals of which have been filed with the Mass Media Bureau's

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processing line and also submitted to the counsel for the Mass Media Bureau for prior review), will eliminate this problem.

The Hearing Designation Order sets forth additional issues which must be resolved, and it is respectfully submitted, subject to the Presiding Officer's ruling, are resolved by the various amendments. First, the Directional Antenna Issue. That issue will be resolved because the engineering amendment, filed by National, moves the antenna in such a manner as to eliminate the possible adverse affects. Second, the Environmental Issue. That issue will be resolved by each party having submitted amendments to their applications which address that issue. Third, the Share Time Arrangement Issue. That issue becomes moot as a result of the grant of both applications, specifying different communities, as does the Contingent Comparative Issue. Fourth, the Area and Populations Issue. That issue becomes moot because the area and population served by both applications being granted is patently larger than the area and populations which would be served by only one application being granted.

Pursuant to discussions with counsel for the Mass Media Bureau, advance copies of the engineering, to be filed with the amendments, have been submitted to Bureau counsel. This permits Bureau counsel to review the engineering to determine in advance of the date scheduled for the filing of the Bureau's comments whether, in fact, the mutual exclusivity would be resolved by grant of the joint petition for leave to amend and whether grant of the applications is in the public interest.

WHEREFORE, in light of the foregoing, it is respectfully requested that the Joint Petition for Leave to Amend the respective applications and the Joint Petition for Approval of the Settlement Agreement be granted and that this proceeding be terminated.

Respectfully submitted,

**BIBLE BROADCASTING NETWORK**

By: 

Gary S. Smithwick  
Robert W. Healy  
Its Counsel

Date: 

**SMITHWICK & BELENDIUK, P.C.**  
1990 M Street, N.W.  
Suite 510  
Washington, DC 20036  
(202) 785-2800

**NATIONAL CHRISTIAN NETWORK, INC.**

By: 

Raymond A. Kassir  
Pro Se

Date: 

**NATIONAL CHRISTIAN NETWORK, INC.**  
1150 West King Street  
Cocoa, FL 32922  
(407) 632-1000

### **SETTLEMENT AGREEMENT**

This Agreement is made and entered into between Bible Broadcasting Network, Inc. ("Broadcasting") and National Christian Network, Inc. ("National").

#### **WITNESSETH:**

WHEREAS, Broadcasting is an applicant for a new noncommercial FM station to serve Fort Smith, Arkansas, and National is an applicant for a new noncommercial FM station to serve Fayetteville, Arkansas;

WHEREAS, the only basis upon which the applications have been designated for hearing is the electric mutual exclusivity between their proposals, which exclusivity can be eliminated by each party amending its application;

WHEREAS, each party hereto has previously submitted amendments to their applications to eliminate the environmental issue and the applications as amended will moot the directional antenna, share time arrangement, contingent comparative and areas and populations issue.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. On or before June 19, 1992, the parties will file with the Presiding Officer a Joint Petition for Leave to Amend submitting therewith a copy of an amendment to each application, the originals of which will have been simultaneously filed with the Mass Media Bureau and copies of which will have been previously served upon counsel for the Mass Media Bureau.

2. Each party hereto certifies under penalty of perjury that there is no consideration given, directly or indirectly, to resolve this proceeding other than the agreement that each party will amend its application in such a manner as to eliminate the mutual exclusivity so that each application may be granted and additional service may be provided by the applicants.

3. The parties hereto agree to promptly execute and file with the Federal Communications Commission ("FCC") all appropriate documents necessary to effectuate the purpose of this agreement and to cooperate with each other and the FCC in preparing and filing any additional documents which may reasonably be required in the future, take all reasonable steps necessary to facilitate approval of this agreement and refrain from taking any action inconsistent with this Agreement's purposes and objectives.

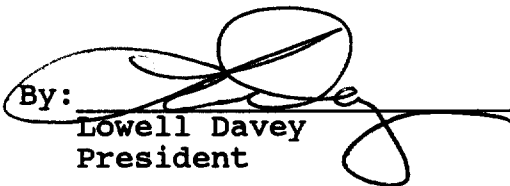
4. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

5. This Agreement is the only agreement between the parties, their principals or agents and contains the entire understanding of the parties with respect to the subject matter.

6. This Agreement may be executed in one or more counterparts and the Agreement shall be binding when, and only

when, it is executed by both the President of Broadcasting and the President of National.

**BIBLE BROADCASTING NETWORK, INC.**

Date 6/11/92 By:   
Lowell Davey  
President

**NATIONAL CHRISTIAN NETWORK, INC.**

Date \_\_\_\_\_ By: \_\_\_\_\_  
Raymond A. Kassis  
President

when, it is executed by both the President of Broadcasting and the President of National.

**BIBLE BROADCASTING NETWORK, INC.**

Date \_\_\_\_\_

By: \_\_\_\_\_  
Lowell Davey  
President

**NATIONAL CHRISTIAN NETWORK, INC.**

Date 6/11/92

By: Raymond A. Kassie  
Raymond A. Kassie  
President

**CERTIFICATE OF SERVICE**

I, Michelle M. Lamarre, a legal assistant in the law firm of Smithwick, & Belendiuk, P.C., certify that on this 12th day of June 1992, copies of the foregoing were mailed, postage prepaid, to the following:

Hon. Walter C. Miller\*  
Administrative Law Judge  
FCC, Rm 213  
2000 L Street, N.W.  
Washington, DC 20554

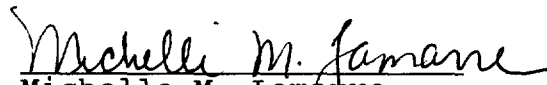
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Raymond A. Kassiss  
President  
National Christian  
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1150 W. King Street  
Cocoa, FL 32922

\*By hand

  
Michelle M. Lamarre